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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, N.W.
Washington, D C 20554

ORIGINAL

Re: *Application by SBC Communications Inc., Pacific Bell Telephone Company, and Southwestern Bell Communications Services, Inc. for Provision of In-Region, InterLATA Services in California; WC Docket No. 02-306 – Ex Parte Filing*

Dear **Ms.** Dortch:

This *ex parte* letter is submitted on behalf of AT&T Corp. in response to further questions from Commissioner Martin concerning whether SBC Pacific has fully implemented its obligations with respect to Local Number Portability (“LNP”) and service outages under Item 11 of the competitive checklist of Section 271. The California Public Utilities Commission (“CPUC”) required Pacific to implement a “mechanized NPAC check” to prevent LNP-related service outages.¹ Indeed, the CPUC expressly concluded that “Pacific has not satisfied the

¹ The CPUC found that mechanization of the Number Portability Administration Center (“NPAC”) check is “crucial,” because it “will mechanically delay a Pacific disconnect if the activation of the NPAC porting request has not been completed by the due date.” Decision Granting Pacific Bell Telephone Company’s Renewed Motion For An Order That It Has Substantially Satisfied The Requirements Of The 14-Point Checklist in § 271 Of The Telecommunications Act Of 1996 And Denying That It Has Satisfied § 709.2 Of The Public Utilities Code, CPUC Decision No. 02-09-050 (September 19, 2002) (“*CPUC 2002 271 Decision*”), at 205-206. *See also id.* at 296 (Findings of Fact 250-251). The CPUC’s findings were based on, *inferred*, evidence introduced by AT&T of substantial outages in connection

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compliance requirements for Checklist Item 11 until it implements and verifies this essential element of local number portability in California, and we will not verify compliance until Pacific does so.”²

SBC implemented its mechanized NPAC check on September 30, 2002.³ One Performance Measure (“PM”) that might reasonably be expected to capture SBC Pacific’s performance with respect to LNP service outages since implementation of the new functionality is PM 17 – Percentage Troubles in 10 Days for Non-Special Orders. As reported by SBC Pacific, however, PM 17 is not in fact capturing all of the LNP-related service outages that SBC Pacific has caused since it implemented the mechanized NPAC check. SBC Pacific’s self-reported data for PM 17, as set forth on its website, show only 2 outages for AT&T for the entire month of October 2002 – both of which occurred on October 29, 2002. Pacific has also provided AT&T its raw data for October 2002, which show only those same two outages. Copies of these data, as obtained by AT&T from SBC Pacific, are attached hereto as Attachment 1

By contrast, AT&T’s own data show that not only the two outages reported by SBC Pacific, but also 24 *additional* outages, occurred on orders due for provisioning in October 2002.⁴ Thus, for the month of October 2002 (the first month after SBC Pacific implemented its new mechanized process for the purpose of preventing service outages), SBC Pacific’s raw, self-reported data under PM 17 failed to capture 24 out of 26 AT&T outages – a failure-to-report rate that exceeds 90 percent. Thus, as reported by SBC Pacific, PM 17 is not a reliable indicator of

with LNP ports. *See* Joint Declaration of Sarah DeYoung, Patricia Grant, and Pamela Prothrore filed August 23, 2001, in CPUC Docket Nos. R.93-94-003, *et al.*, ¶¶ 9, 17-18, 26-34 (“DeYoung/Grant/Prothrore Decl.”) (attached hereto as Attachment 3); Transcript of April 5, 2001 Proceedings held in CPUC Docket Nos. R.93-94-003, *et al.*, at 12604-12609 (testimony of Sarah DeYoung) (attached hereto as Attachment 4). *See also* Willard Opening Decl., ¶¶ 77-79; Willard Reply Decl., ¶ 27 & Att. 3; E. Smith Opening Aff., ¶¶ 13, 15-16; E. Smith Reply Aff., ¶¶ 8-9. AT&T has repeatedly raised the issue of the need for a mechanized NPAC check since the 1998 CPUC workshops on SBC Pacific’s initial Section 271 application. DeYoung/Grant/Prothrore Decl., ¶¶ 36-45.

² *CPUC 2002 271 Decision* at 314 (Conclusion of Law 86); *see also id.* at 206-207

³ E. Smith Reply Aff., ¶ 8.

⁴ At the time AT&T filed its Reply Comments, its internal data regarding outages were available only through part of the month of October 2002, but showed that outages had already occurred during October for 18 of AT&T’s LNP orders with a due date in October. Willard Reply Decl., ¶ 21. Data for the entire month of October became available only after the deadline for submission reply comments in this proceeding. Complete October data show that outages had occurred on a total of 26 of the *** orders that AT&T submitted with a due date in October, for an outage rate of *** after implementation of the mechanized NPAC check.

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the extent of SBC Pacific's LNP outage problem. This discrepancy underscores the importance of the concern that AT&T has previously raised concerning the doubtful reliability of Pacific's self-reported data, as well as the need for SBC Pacific to subject its data to a thorough and impartial audit before it can properly be relied upon in a Section 271 proceeding, or for other purposes.⁵

Another Performance Measure – PM 15 – that SBC Pacific has cited as proof of its compliance with Item 11 of the checklist has not been implemented by Pacific in a manner that captures LNP-related service outages. PM 15 (Provisioning Trouble Reports Prior to Service Order Completion) measures only provisioning troubles. Because in the majority of cases SBC Pacific closes out its provisioning process before the CLEC customer would be aware that an outage had occurred (*i.e.*, that SBC Pacific had prematurely disconnected the number) and would be able to report it, PM 15 as implemented by Pacific would not capture all LNP outages. Indeed, most of AT&T's LNP-related service outages for October 2002 were not included in Pacific's self-reported data for PM 15. For example, as shown in the data provided by SBC Pacific to AT&T (Attachment 2 hereto), SBC Pacific reported in PM 15 that AT&T experienced only 16 outages during the month of October 2002. Not only does that data – on its face – fall far short of reporting all 26 October outages, but AT&T's examination of the raw data to date has revealed that only 3 of the 16 outages that SBC Pacific has reported under this measure are outages that AT&T has recorded. Although AT&T is continuing to investigate this data as well as the reasons for the discrepancy, one point remains clear: SBC Pacific is not capturing the full extent of LNP outages in its LNP-related performance reports.⁶

None of the remaining Performance Measures that SBC has cited -- PMs 2, 9, 9A, 10, 15A, 19, and 21 – supports its claims of compliance with Item 11, because none of these PMs adequately captures LNP outages.⁷ PMs 2, 9, 9A, and 10 simply measure the timeliness of

⁵ See, e.g., Toomey/Walker/Kalb Decl., ¶¶ 21-54.

⁶ It is AT&T's understanding that SBC has argued that the outages that AT&T experienced in October 2002 involved LNP orders that were not subject to the new "A&D" process involving a mechanized NPAC check. AT&T disagrees. Although time did not permit AT&T to check the class-of-service designation on each of the LSRs associated with the outages in October, AT&T is confident that each was a simple standalone LNP order with a class-of-service designation that Pacific has confirmed will qualify for the new LNP A&D process. See Attachment 5 hereto. If the Commission Staff so desires, AT&T would be happy to reanalyze and provide the class-of-service designations for each of the orders which experienced an outage. In any case, if Pacific implemented a new process that did not cover these sorts of basic LNP orders, then its process could not reasonably be said to have addressed the outages problem that was the basis for the CPUC's finding of non-compliance with checklist item 11.

⁷ See E. Smith Opening Aff., ¶ 20 (citing PMs 9, 9A, 15, and 17); E. Smith Reply Aff., ¶ 5 (same), Johnson Opening Aff., ¶¶ 173-180 (citing PMs 2, 9, 9A, 10, 15, 15A, 17, 19, and 21).

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Pacific's performance: the timeliness of responding to CLECs' requests for number porting (PM 2), the coordinated conversions involving LNP that were completed on time (PMs 9 and 9A), and the timeliness of updating Pacific's **SS7** network (PM 10).⁸ None of these measures discloses whether, and to what extent, outages occur. Similarly, PM **15A** (Average Time to Restore Provisioning Troubles Prior to Service Order Completion) and PM **21** (Average Time to Restore) measure the time SBC Pacific takes to restore service *after* an outage or other trouble occurs – not the occurrence of outages.⁹ Finally, SBC Pacific cannot reasonably rely on PM **19** – and, specifically, Submeasure 19-93801 (Trouble Report Rate – Statewide – LNP) – because that measure addresses all LNP-troubles that occur at any time, rather than focusing on outages, which are typically experienced right after provisioning.” In any case, given the above-described failure of SBC Pacific to include all of the LNP outages experienced by AT&T's customers under PMs 15 and 17, the nearly-perfect rate reported by SBC Pacific under Submeasure 19-93801 undoubtedly also falls far short of capturing all of the outages actually experienced by CLECs and their customers.”

The omissions in SBC Pacific's self-reported PM **17** and PM **15** data preclude any reasonable finding that, by implementing its mechanized NPAC check, SBC Pacific has eliminated the service outage problem that the CPUC ordered SBC Pacific to resolve. Notably, the evidence of LNP outages that AT&T has experienced with SBC Pacific, and that concerned the CPUC, is qualitatively different than the evidence raised in other Commission proceedings where LNP outages (whether total or partial) were also an issue. In the *Virginia Arbitration* proceeding, where AT&T argued that Verizon should be required to receive confirmation of a port from NPAC prior to disconnecting a ported number, AT&T did not present any evidence or testimony concerning the number of LNP service outages that had occurred as a result of Verizon's previous failure to obtain such confirmation.¹² Similarly, although US LEC asserted

⁸ Johnson Opening Aff., ¶ 173 (defining PMs 2, 9, 9A, and 10)

⁹ *Id.*, ¶¶ 178, 180. In any event, AT&T has previously expressed concern, and remains concerned, about SBC Pacific's persistent failure to fix CLEC provisioning troubles as quickly as it fixes Pacific's own provisioning troubles. Toomey/Walter/Kalb Decl., ¶¶ 67-79. SBC Pacific has been unable to meet the benchmark standard of 4.00 hours established for two LNP-related submeasures of PM 15A: Submeasure 46-91400 (Statewide LNP Port Out/Out of Service) and Submeasure 46-91500 (Statewide LNP Port Out of Service Affecting). *Id.*, ¶ 79.

¹⁰ See, e.g., Johnson Reply Aff. ¶ 38

¹¹ See Johnson Opening Aff. ¶ 180.

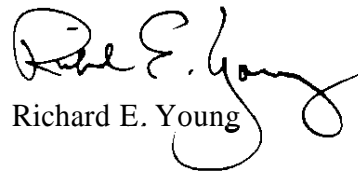
¹² See AT&T's Initial Brief In Support of Its Arbitration of an Interconnection Agreement With Verizon Virginia, Inc., filed November 16, 2001, in CC Docket No. 00-251, at 153-154. AT&T described only the number of outages that **could** have occurred, but that AT&T had prevented, during June 2001 when Verizon-Pennsylvania had ported lines from AT&T to Verizon after the scheduled due date. AT&T showed that it had prevented the outages by verifying with NPAC that the port had not completed, and argued that Verizon should make the same verification “to

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in the *BellSouth Five-State 71* proceeding that BellSou ... was causing outages among US LEC's customers because BellSouth had disconnected their service notwithstanding a timely request by US LEC to postpone the cutover, US LEC failed to present any specific data or evidence regarding the extent of such outages.¹³ And in the *Georgia/Louisiana 271 Proceeding*, the violation of Item 11 of the checklist alleged by AT&T involved only the loss of inbound dial tone, and only for a relatively narrow class of customers (*i.e.*, business customers with PBXs that had Direct Inward Trunks to the PBX), while BellSouth demonstrated for its part that it had already mechanized the "vast majority" of its LNP ordering and provisioning process.¹⁴ In *none* of these cases did the record contain evidence of service outages across all LNP order categories of the type that led the CPUC (1) to require SBC Pacific to implement a mechanized NPAC check to correct this problem, and (2) to conclude that SBC Pacific's failure to implement this functionality as of the time its application was filed precluded any finding that SBC Pacific had fully implemented its LNP obligations under the competitive checklist.

In summary, the record confirms that SBC Pacific has not carried its burden of demonstrating that it has fully implemented its checklist obligations with respect to local number portability. It has failed to submit evidence to prove that its new mechanized NPAC check has corrected the customer outage problem that led the CPUC to conclude that it could not verify checklist compliance for item 11. And as shown herein, SBC Pacific's reliance on various performance measures is unavailing, because the data on which those performance reports are based do not accurately capture the customer LNP outages that Pacific continues to cause.

Respectfully submitted,



Richard E. Young

Enclosures

protect customers' dialtone." *Id.* at 153

¹³ See Comments of US LEC Corp. filed July 11, 2002, in WC Docket No. 02-150, at 20-21; *Five-State 271 Order*, ¶ 263.

¹⁴ *Georgia/Louisiana 271 Order*, ¶ 261, Declaration of Bernadette Seigler filed in CC Docket No. 01-277, ¶¶ 19-22.

I hereby declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

Executed on December 08, 2002



Walter W. Willard

ATTACHMENT 1
(REDACTED FOR PUBLIC INSPECTION)

ATTACHMENT 2
(REDACTED FOR PUBLIC INSPECTION)

ATTACHMENT 3
(REDACTED FOR PUBLIC INSPECTTON)

ATTACHMENT 4

1 SAN FRANCISCO. CALIFORNIA, APRIL 5, 2001 - 9:30 A.M.

2 * * * * *

3 ADMINISTRATIVE LAW JUDGE REED: On the record.

4 Good morning.

5 This is the second day of the all-party hearing.

6 Yesterday when we concluded there were still two
7 parties that Pacific was going to respond to, Cox
8 Communications and Mr. Barman from Allegiance.

9 MS. BARBA: This is Debbie Barba with Pacific Bell.

10 The response was to Cox Communications.

11 The first issue was installation trouble; and I'd
12 like to start out with Christeen Griggsby who will join me.
13 She is the Manager for the Local Operations Center that
14 performs all of the coordinated cuts.

15 And the questions was raised regarding reporting
16 on Saturday.

17 We did have a system problem where, in a system
18 change, an update to an operating system, Saturdays were
19 used as a table to point to for due dates on a normal basis.

20 When the new version loaded in, it pointed
21 incorrectly to an old table that did not include Saturdays,
22 which was in the past. That was caught the week after the
23 weekend of the new version and corrected. But we did have a
24 problem with Saturdays were not available.

25 What would have had to have happened to get a
26 Saturday **is** a sub would have been required to change the due

21 date back to the Saturday. So that was our error.

28 Saturdays are available for **porting** out.

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AFTERNOON SESSION - 1:30 P.M.

2 * * * * *

3 ADMINISTRATIVE LAW JUDGE REED: We're going to go on
4 the record.

5 Mr. Hoffman, AT&T is next on LNP.

6 **Ms.** Barba, did you want to come up and sit since
7 the crowds are elsewhere now?

8 MR. HOPE'' : Are we going to do local number
9 portability?

10 ALJ REED: Yes.

11 MR. HOFE'' : Ms. DeYoung.

12 MS. DE YOUNG: Sarah DeYoung for AT&T.

13 The issue we're raising with local number
14 portability, as you probably know, AT&T uses that process in
15 the State of California to serve residential customers using
16 our cable telephony products and our fixed wireless
17 products.

19 We've been working with SBC across the 13-state
19 region and with Pacific Bell for at least the last year, and
20 probably been about two years now on trying to ensure that
21 that process does not put end users out of service when
22 we have to reschedule or cancel a cut on the due date.
23 And we've come up with a number of process changes, process
24 arrangements with the LOC to try to ensure that our end
25 users do not lose dialtone.

26 And I think we've come to the conclusion.

27 We had a meeting at the fourth and fifth **level** with SBC *on*
28 Tuesday -- this follows up on some **meetings** we had last

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1 year -- that the process really needs to be redesigned in
2 such a way that it does not disconnect the customer from
3 Pacific Bell retail or strip the translations that are in
4 the Pacific Bell switch until Pacific Bell has verified that
5 the NPAC -- which is the N-P-A-C, the database that the LNP
6 process uses -- has been activated by the CLEC. And we
7 discussed this again on Tuesday in a business-to-business
8 meeting with Pacific Bell.

9 But I also want to remind Pacific it was raised
10 back in the 1998 271 workshops. It was an issue that
11 the Commission asked the OPI, which was then the industry
12 forum in California, to take a look at. They were unable to
13 come up with an industry consensus that in fact the NPAC
14 should be checked and verified before the disconnect was
15 processed and the customer was discontinued from
16 Pacific Bell retail service.

17 So this has been a longstanding issue in
18 California.

19 Again, we have tried lots and lots of processes,
20 as both Christeen and Debbie know, to try and ensure that
21 when we find out on the day of the cut -- and often that's
22 in the afternoon when we've only got a couple of hours to
23 work with -- that the customer needs to reschedule that day
24 or we otherwise cannot install our service that day; that
25 that we can get a calculation LSR or notification to the LOC
26 so that the customer cannot be taken out of service.

21 So we are really looking for, **you** know,
28 a redesign of **that** process. And there is a precedent set

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by Bell South. The Bell South Company has installed
2 a mechanical check between their SORD-like system, their
3 system that actually does the disconnect orders, and
4 the NPAC database. And they only remove a customer from
5 Bell South's systems once they've seen that the CLEC has
6 activated the NPAC.

7 MS. BARBA: First of all, I do want to clarify a few
8 things in the document or filing from ATLT. And if I could
9 just clarify.

10 One of the statements is that the Pacific Bell
11 LSC is only open till 5:00 p.m., Monday through Saturday.
12 ATLT cannot suspend number ports with certainty after
13 1:00 p.m. The number portability calls for stopping a cut
14 go to the LOC, the local operation center, and they take
15 calls up to 8:00 p.m. to stop a cut.

16 And we have a very good success rate of stopping
17 cuts up to 8:00 p.m. The disconnect flows after 10:00 p.m.
18 So there is ample time, if AT&T discovers their work is not
19 done, to stop a cut.

20 Now, I would agree: I know about the meeting and
21 I believe the process is used in Bell South now, so we do
22 have the documentation of the process. We have agreed to
23 look at that, look at what the feasibility would be.
24 It would have to be some, you know, network type of
25 mechanical transaction as you said. But that would have to
26 be built from the meeting. We did not have a lot of advance

27 information about that **process**.

28 But certainly, Judge, we are always interested in

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improving the reliability of the process so that we don't
2 have stop cuts and we don't have bill-backs. They're very
3 costly to us. And as far as I know, we don't collect any
4 money for building back. It's free.

5 So it is an unnecessary work step for us to do
6 that, and stopping a cut is also.

7 So we do take calls to stop cuts until 8:00.
8 We do bill-backs until, I think, next day at noon.

9 MS. GRIGGSBY: Right.

10 MS. BARBA: So these are things we are doing.

11 We are agreeing, I believe, to meet back May 1st.

12 Is that the date?

13 MS. DE YOUNG: Right. That's correct.

14 MS. BARBA: And that's on an SBC-wide basis.

15 MR. HOFFMAN: Just by way of clarification -- I'm
16 sorry.

17 Apparently -- do you bill the end user for
18 the transfer back to Pacific?

19 MS. GRIGGSBY: Hi. This is Christeen Griggsby.

20 If it is a Pacific Bell-caused error, then, no,
21 we do not bill the customer to bring it back to Pacific
22 Bell. However, if the CLEC did not notify us in a timely
23 enough manner to stop the port, then, yes, there are charges
24 associated with that.

25 MR. HOFFMAN: So if ATLT found out late in the day and
26 we notified you late in the day and you weren't able to

21 prevent the cut, you would bill the **end** user?

28 MS. GRIGGSBY: If you notified me in a timely enough

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1 manner -- for instance, if your cut was scheduled to go at
2 10:00 at night and you didn't notify me until 10:00 or
3 11:00, then I wasn't given enough time to stop that port.
4 Then in that event, yes, the customer would be billed.

5 However, if you called me at 5:00 and said, Hey,
6 I don't want this to go out until 10:00 at night and for
1 some reason I didn't stop that port, to bill that customer
8 back would not be charged.

9 MR. HOFE " : Does Pacific Bell have a policy on what
10 sufficient amount of time for notification is? Four hours?

11 MS. GRLGGSBY: We ask for a two-hour notification.

12 MR. HOFE " : Two hours.

13 MS. DE YOUNG: Let me just clarify:

14 The hours aren't the same Monday through Friday
15 and Saturday. So I certainly do acknowledge it's the LOC
16 that we call and not the LSC. So it looks like that was
17 an error.

18 I thought we discussed this at the meeting on
19 Tuesday and your cutoff is 6:00 p.m., isn't it, during the
20 week? I mean, you're probably taking a few calls after
21 6:00, but you are looking for us to get back to you by 6:00?

22 No?

23 MS. GRIGGSBY: No.

24 MS. BARBA: It could be different by region because
25 I believe -- I know I wasn't able to attend the meeting, and
26 the meeting was requested with my boss.

21 So there are differences region to region.

28 MS. DE YOUNG: Right.

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1 And, again, I really want to keep this high
2 level. We have worked collaboratively with Pacific Bell
3 over the last couple of years to try to tweak processes in
4 the LOC and in our work centers to minimize and, you know,
5 eliminate the possibility of end users losing dialtone.

6 But with the applications that we're using local
7 number portability in the mass market, we have a higher
8 degree of reschedules and cancels than I think either
9 company really ever anticipated would be present in the **LNP**
10 process.

11 And it really -- the process itself isn't there
12 to really meet the demands of a 20- to 30-percent reschedule
13 rate on a Saturday and provide us with the safety net again
14 that we need.

15 I also want to add that other requests around LNP
16 that **ATLT** has spoken with SBC about like porting -- being
17 able to port on Sundays or being able to port later in
18 the evening than, you know, than the hours that are
19 available would also be mitigated by the Bell South process.

20 But again until -- no disconnect would happen
21 until we actually had activated the number, and **so**, in no
22 way, would the customer be in jeopardy of losing service if,
23 in fact, there wasn't coverage in the LOC or we hadn't been
24 able to get a cancellation or reschedule request in in
25 a, quote, timely manner.

26 MS. BARBA: And as with technology gains that we are

27 all exposed to, this is a constantly evolving technology.

28 Porting: We are very reliable on the telco side

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SAN FRANCISCO, CALIFORNIA

ATTACHMENT 5

> ----Original Message-----

> From: WEHL, ARTHUR A (PB)[mailto:aw2329@sbc.com]
<mailto:[mailto:aw2329@sbc.com]>

> Sent: Thursday, October 24, 2002 8:15 AM

> To: Grant, Patricia W (Pat), NCAM

> Subject: FW: Complex Classes of Service-Pacific Bell

>

>

> Pat,

>

> Per your request, here is a current list of POTS COS that qualify for the LNP A&D process.

> Arthur Wehl

> SBC Pacific Bell

> Industry Markets

> **(415) 545-7477**

>

> This e-mail and any files transmitted with it are the property of SBC Communications and/or its affiliates, are confidential, and are intended solely for the use of the individual or entity to whom this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please notify the sender at **415-545-7477** and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing or copying of this e-mail is strictly prohibited.

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> > POTS CLASSES OF SERVICE (PB, NB, and UNE)

> > Pacific Bell POTS Classes of Service

> > POTS Class of Service Description

> > MFQ- MFQTS Flat Rate Universal Lifeline Telephone Service

> > MFQLS Flat Rate Universal Lifeline Telephone Service Line Share

> > MFQLT Flat Rate Universal Lifeline Telephone Service Line Share-Toll

> > Restriction/ Blocking

> > 1PQ-1PQTS Measured Rate Universal Lifeline Telephone Service

> > 1PQLS Measured Rate Universal Lifeline Telephone Service Line Share

> > 1PQLT Measured Rate Universal Lifeline Telephone Service Line Share-

> > Toll Restriction/ Blocking

> > 1FQ* Individual flat rate service in non-measured areas

> > 2FQ* Two-party flat rate service in non-measured areas

> > 4ZQ* Four-party suburban service

> > 1MB If customer has more than one line in the state of California with
> > the same name and the same bank account

> > 1MS If customer has two different business (i.e. Taxi Service and Deli)
> > and different bank accounts for each business

> > 1ML Measured rate business service without a telephone, usually

- > > terminates on complex jack
- > > 1MC Measured rate single line business service, terminates on Complex
- > > system
- > > 7FL Business answering line terminating on a telephone answering service
- > > (4 line concentrator)
- > > 7FB Business answering line terminating on a telephone answering service
- > > (6 line concentrator)
- > > 1FR Individual flat rate residence service
- > > 2FR* Two-party flat rate residence service
- > > 4FR* Four-party residence suburban service
- > > 1MR Individual line measured rate measured service
- > > *ML RCF-Measured Intralata
- > > *BM RCF-Measured Interlata Interlata (Business)
- > > *NB RCF-Measured Interlata Intrastate (Business)
- > > *MLSL RCF-Measured Intralata (Business)
- > > *BMSL RCF-Measured Interlata Interstate (Business)
- > > *NBSL Measured (Business)
- > > *LM Measured Intralata (Residential)
- > > *LF Flat (not offered if measured available) Interlata (Residential)
- > >
- > > *RM Measured Interlata (Residential)
- > > *FR Flat (not offered if measured available) Interstate (Residential)
- > >
- > > *NM Measured (Residential)
- > > *NL Flat (not offered if measured available) (Residential)
- > > Nevada Bell POTS Classes of Service
- > > POTS Class of Service Description
- > > 1FR Individual flat residence line with unlimited local call Allowance
- > > >
- > > 1FS Individual flat business line with unlimited local call allowance
- > > and customer has no other business service billed in same name in Nevada
- > > Bell
- > > 1FB Individual flat business line with unlimited local call allowance
- > > and customer has other business service billed in same name in Nevada Bell
- > >
- > > 1FW Individual flat residence line with unlimited local allowance that
- > > terminates on Key Equipment
- > > 1FL Individual flat business line with unlimited local call allowance
- > > that terminates on Key Equipment
- > > 1FN Individual flat residence line with unlimited local allowance with
- > > discount for certified Lifeline
- > > 2FR** Two party flat residence line
- > > 2FB** Two party flat business line
- > > DFN** Two party flat residence line with discount for certified Lifeline
- > >
- > > 1MR Individual standard measured residence line with \$2.85 local call

> > allowance
 > > **1MQ** Individual low use measured residence line without a Local call
 > > allowance; other restrictions apply
 > > **1MN** Individual standard measured residence line with \$2.85 local call
 > > allowance and discount for certified Lifeline
 > > **1DN** Individual low use measured residence line without a local call
 > > allowance and with discount for certified Lifeline; other restrictions
 > > apply
 > > **1SY** Individual standard measured residence line with \$2.85 local
 > > allowance terminating on Key Equipment
 > > **1MS** Individual standard measured business line without a local call
 > > allowance and customer has no other business service billed in same name
 > > in Nevada Bell
 > > **1MB** Individual standard measured business line without a local call
 > > allowance
 > > **1ML** Individual standard measured business line without a local call
 > > allowance terminating on Key Equipment
 > > **8FM**** Residence - Multi-party flat rate line furnished outside the BWSRA,
 > > but within the Exchange area
 > > **8PN**** Certified - Multi-party flat rate line furnished outside the
 > > BWSRA, but within the Exchange area
 > > **8FN**** Business - Multi-party flat rate line furnished outside the BWSRA,
 > > but within the Exchange area
 > > **LSF**** Residence - Farmer line; owned and maintained in part by the
 > > customer and furnished outside the BRA/SRA, but within the Exchange area
 > >
 > > Certified Lifeline - Farmer line; owned and maintained in part by
 > > the customer and furnished outside the BWSRA, but within the Exchange
 > > area
 > > **LSE**** Business - Farmer line; owned and maintained in part by the customer
 > > and furnished outside the BWSRA, but within the Exchange area
 > > **'LF** RCF-IntraState/Intralata (Residence)
 > > **'BL** RCF-IntraState/Intralata (Business)
 > > ***FR** RCF-IntraState/Interlata (Residence)
 > > ***BF** RCF-IntraState/Interlata (Business)
 > > ***NL** RCF-Interstate (Residence)
 > > ***NF** RCF-Interstate (Business)
 > > UNE POTS Classes of Service
 > > POTS Class of Service Description
 > > **PMA++** Loop w/ Port
 > > **PMB++** Port
 > > **TDA ++** Loop with Port - Coin Capable
 > > **TDB++** Port - Coin Capable